

**CASE No.: 20245220**

**FRAMEWORK AGREEMENT WITH PURCHASE ORDERS FOR  
ACQUISITION OF MOBILE PHONE RECORDING SERVICES**

**SERVICES CONCERNED:**

MARKET TELEPHONY AND COMMUNICATION RECORDING SERVICES

**SCHEDULE OF SPECIFIC TECHNICAL CLAUSES (SSTC)**

**SPECIFIC TECHNICAL REQUIREMENTS**

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## 1. Definitions

### **Mobile phone recording services:**

Mobile phone recording services must:

- Enable the recording of all and only incoming and outgoing communications, voice and SMS, from business mobile phones.
- Not be disconnectable by the user, which implies that the user does not need to launch or open a recording application for voice and SMS communications to be recorded.

Recording services must be compatible with the requirements of market authorities, including the AMF (Financial Markets Authority) in France. They must be capable of recording and archiving recordings, and of replaying them under the conditions laid down by the AMF and MIFID2 regulations.

### **SaaS (Software as a Service)**

Refers to the way the publisher provides the service: CDC only acquires services on a subscription basis. All IT equipment (servers, network equipment, etc.) required to provide the service belongs to the Publisher. "**Dedicated hosting**" refers to the Publisher's SaaS architecture reserved for CDC and not shared with the Publisher's other clients.

CDC's default objective is to operate all **recording and associated archiving services in SaaS mode**. Some components (e.g. archiving of recordings) may remain hosted at CDC (**on-premise mode**) for security, confidentiality or cost reasons only.

### **Administration services:**

Administration services enable configuration of access rights to the replay platform.

### **Support services:**

Support services enable:

- Detection and analysis of outages in the services provided by the HOLDER, including total or partial interruption of service, malfunction or poor audio quality.
- Implementation of operations to restore the services provided by the HOLDER

### **Version**

Refers to any update of all or part of an existing software component or service made available by the Publisher/Manufacturer.

### **AMF**

The AMF is France's financial markets regulator.

## 2. Subject of the invitation to tender

This SSTC defines the Services, their general conditions of performance and the conditions under which CDC may place orders with the HOLDER in order to entrust it with performance of all the Services for the benefit of all or some of the Beneficiaries, including its Affiliates.

The Services covered by the Framework Agreement are:

- Mobile phone recording, archiving of recordings and replay services;
- Administration and support services.

By way of information, CDC has some thirty managers for whom it wishes to roll out these mobile phone recording services.

The purpose of this invitation to tender is to provide a framework for the placing of orders by CDC and its Affiliates with the Co-contractor for purchase of mobile phone recording services as well as for purchase of administration, support and other related services.

This contract covers the following **purchasing categories**: Recording and archiving services, Support.

CDC may request additional quotations covering requirements relating to these purchasing categories and not included in the SUP.

## 3. Scope of the Framework Agreement with purchase orders

CDC wishes to call upon the services of a HOLDER capable of providing the following services:

### 3.1. mobile phone recording and archiving of recordings services

In the context of CDC's acquisition by means of purchase orders, the HOLDER shall provide mobile phone recording and recording archiving services belonging to the categories of services described in this SSTC.

### 3.2. Support

The successful HOLDER will be required to provide support services for mobile phone recording and archiving of existing recordings, as well as any extensions implemented over the next few years.

Equipment supplied by CDC, mobile phones in particular, is not included in this SSTC's support.

### 3.3. Intellectual expertise services

- Provision of intellectual expertise in order to deliver specific training relating to mobile phone recording and recording archiving services.

## 4. Description of the mobile phone recording and archiving services

### 4.1. Scope

- The supplier must provide a mobile phone recording and archiving solution that enables recording of voice and SMS communications on business mobile phones supplied to users by CDC. Recordings must be archived in compliance with MIFID2 and AMF requirements: for 5 years, or even 7 years for "Litigation Hold" functionalities. They must be replayable via a secure platform. The service must enable Personal Data to be managed in compliance with the GDPR:: automatic destruction of recordings on expiry of the archiving periods required by the AMF/MIFID 2 or CDC's requirements.
- The contract will comprise 2 phases:
  - Phase 1 for a 4-year period: recording services, SaaS archiving of recordings and SaaS replay platform. To be quoted on line 1 of the SUP.
  - Phase 2 for a 5-year period: only SaaS archiving services and SaaS replay platform for recordings made during phase 1. Each recording will be archived for 5 years and then destroyed. To be quoted on line 2 of the SUP.
- The TENDERER shall provide a detailed description of the functionalities of its mobile phone recording and archiving services, performance levels achieved and any prerequisites that CDC must meet.
- The TENDERER shall indicate if it has an offer compatible with SEC NUMCLOUD, any possible impacts in terms of quality of service, procedures, prerequisites and costs;
- The TENDERER shall include the cost of the initialisation phase in the SUP.

The initialisation phase includes:

- The kick-off meeting defining the deliverables, which will be held no later than 2 weeks after notification of the contract.
- Data loading and user configurations: users recorded and users of the replay platform
- Any other tasks required for activation of the HOLDER's service
- A security audit by CDC of the services provided by the HOLDER. The latter will endeavour to meet CDC's requests (requests for data, access to service infrastructures and networks, etc.), unless it has reason to believe that CDC's requests contravene confidentiality or security agreements or rules. In such case, it will propose an alternative solution that best meets the objectives of CDC's request.
- A test and validation phase
- Start of production

The initialisation phase ends with CDC's validation of acceptance of services (see Paragraph 7). This must take place no later than 2 months after notification of the contract to the HOLDER.

- The TENDERER shall indicate the cost of the reversibility phase in the SUP.

The reversibility phase is described in §5.12 of the SSAC. In particular, during this phase, the HOLDER must transfer to CDC the data collected in the context of the service rendered to CDC, including all existing recordings: those less than 5 years old and those more than 5 years old under Litigation Hold, and which CDC requests; and do so within a maximum of 2 months after CDC's request. A recording

comprises at least one audio file (voice recording) or text file (SMS and MMS recording) and a related metadata file: sender, recipient, duration, date, and Litigation Hold status.

The reversibility phase must also include the destruction of all CDC-related data under the conditions (including secure destruction standards) and on the dates agreed with CDC. The data include, but are not limited to, all recordings and recording metadata. The destruction of such data shall be confirmed by an official certificate of destruction and shall take place no later than 60 calendar days after CDC's validation of successful completion of the reversibility phase, unless another date is agreed between the HOLDER and CDC.

## 4.2. Requirements

These requirements include the following, listed in the TRF's "Requirements" tab. Each requirement is eliminatory if the Tenderer does not confirm that it meets them. Responses to requirements must be explicit, clear and detailed in the Response File and explicit, clear and concise in the TRF.

REQUIREMENT	ITEM
RQMT-001	The SERVICE must enable the recording of all voice calls and SMS received and made by the holder of the registered mobile phone number or by the holder of the registered mobile phone, with the exception of calls to emergency services.
RQMT-002	The SERVICE must enable calls to emergency services NOT to be recorded.
RQMT-003	At minimum, the SERVICE must operate in European Union countries, North America, the United Kingdom and Switzerland.
RQMT-004	The TENDERER must provide a mobile phone recording service enabling users to keep their' current mobile phone numbers.
RQMT-005	The user must not be able to disconnect the SERVICE: the phone's native voice communications must be recorded without the user having to activate or launch a third-party application.
RQMT-006	The SERVICE must operate without the need to change the phone's firmware.
RQMT-007	The SERVICE must enable management of access rights to recordings and recording of the history of access to recordings throughout the duration of their storage.
RQMT-008	It must be possible to replay recordings online, without downloading audio files onto the computer equipment used by the individuals replaying them.
RQMT-009	The recording replay SERVICE must enable "Litigation Hold": search and selection of recorded communications so that they are not deleted when the default retention period (5 years) expires, and extension of the retention period for recordings requested by the AMF to 7 years.
RQMT-010	The TENDERER must transmit the escalation grid in the event of an incident.
RQMT-011	If the TENDERER is not the manufacturer/publisher, it must provide a partnership certificate for each publisher or manufacturer cited in its response.

RQMT-012	If the contract is terminated, whether early or on its expiry date, the HOLDER shall destroy all data relating to CDC under the conditions (including secure destruction standards) and on the dates agreed with CDC. Data include all recordings and recording metadata. Destruction of these data shall take place no later than 60 calendar days after CDC's validation of successful completion of the reversibility phase, unless another date is agreed between the HOLDER and CDC.
RQMT-013	The TENDERER shall provide an end-to-end encrypted service, including for recordings archived in all databases in its data centres.
RQMT-014	The TENDERER shall describe the mechanisms used to ensure the confidentiality and integrity of the data stored on its solution (data at rest and in backup) / The encryption or masking solutions used.
RQMT-015	The TENDERER shall describe the mechanisms used to ensure the confidentiality and integrity of data in transit / The encryption or masking solutions used.
RQMT-016	The TENDERER must propose a service offer using data centres exclusively based in European Economic Area (EEA) countries or classified as adequate within the meaning of the GDPR
RQMT-017	The TENDERER undertakes to provide data hosting in a "sovereign" cloud that guarantees immunity from all non-EU regulations. As an exception to the above, the servers may be located in the United Kingdom.
RQMT-018	The TENDERER must describe its solution's hosting solution (data and processing): production sites and backup sites, whether such sites are owned by it or by subcontractors, their geographical location and the certifications relating to its hosting solution (e.g. SecNumCloud).
RQMT-019	The SERVICE must NOT record any data other than voice calls, SMS and MMS.
RQMT-020	Operates on any brand of Android phone
RQMT-021	The TENDERER must secure access to the replay platform and provide identity and authorisation management for each user.
RQMT-022	Multifactor authentication must be embedded in the recording replay platform.
RQMT-023	The TENDERER must describe its password management policy and the reinforced mechanisms used (e.g. filtering by IP address).
RQMT-024	If applicable, the TENDERER must describe any authentication delegation solutions it may implement.
RQMT-025	The password must contain at least 9 characters and must include at least one upper-case letter, one lower-case letter and one number or symbol.
RQMT-026	The SERVICE must be protected against malicious software.
RQMT-027	The TENDERER must carry out penetration tests or have them carried out, and monitor and remedy identified vulnerabilities periodically (max. 18 months).

### 4.3. Penalties regarding availability of mobile phone recording and archiving services

Mobile phone recording and archiving services are essential to ensure CDC's compliance with its MiFID2 commitments. Non-availability of this service will trigger application of the following

penalties: €100 excluding tax per completed period of 1 working day of unavailability of the recording and archiving service or the administration and replay services.

The recording service is considered unavailable if over 10% of registered users in Metropolitan France no longer have simultaneous access to the service in areas with normal GSM coverage.

If the total penalty for a calendar month exceeds 2.5% of the total invoiced by the HOLDER for that calendar month, excluding tax, the penalty will be reduced to 2.5% of the total invoiced excluding tax.

Example:

3 working days of unavailability of the mobile phone recording and archiving service during the calendar month, plus 1 working day of unavailability of the replay platform. The penalty applied for such calendar month will therefore be  $4 * €100 = €400$  excluding tax, capped at 2.5% of turnover excluding tax achieved by the Holder for such calendar month.

Following an audit requested or carried out by the CDC, a flat-rate penalty of €500 per month of delay, capped at 2.5% of the total invoiced excluding tax by the HOLDER for such calendar month, may also be applied by CDC in the following cases:

- If the Holder fails to submit an action plan within 1 month of the audit report, with dates for correcting any deviations in service quality, security or availability classified as critical by the audit.
- If the Holder has still not implemented these critical corrective actions 1 month after their scheduled implementation date

## 5. Description of support services

- The successful HOLDER shall be required to provide a support service for the mobile phone recording and archiving solution implemented, as well as for any extensions that may be implemented over the next few years.

Equipment supplied by CDC, mobile phones in particular, is not included in this SSTC's support.

- The HOLDER must be able to provide the following call-pickup service:

Service	Business Hours
Phone call pickup time	Immediate
Trouble ticket processing time	15 minutes
Ticket processing range	Business hours 8 a.m.-7 p.m. Monday to Friday

## 6. Description of expertise services

- The HOLDER shall provide intellectual expertise in order to deliver specific training on use of the replay platform and the administration platform.



## 7. Orders, deliveries and acceptance of services

### 7.1. Additional service requirements

- If the HOLDER is not the manufacturer / publisher, then it will have to provide a partnership certificate for each publisher or manufacturer cited in its response, in order to prove:
  - Its ability to resell its services, hardware and software directly or indirectly via a distributor;
  - Its ability to call on support from the publisher or manufacturer.
- In the event of a merger or acquisition of the said manufacturer by another company during the life of the contract, the HOLDER shall inform CDC, within 30 working days following official announcement of the change of status, of the impact of such merger on CDC, and in particular any procedures regarding the end of the commercial life of the services provided to CDC.

### 7.2. Procedures for ordering services

Services shall be ordered in compliance with the Framework Agreement consistent with this SSTC and in the context of this contract, at the end of which the HOLDER will receive notification of the contract, which will constitute an order for the services.

Upon receipt of the purchase order issued by CDC, the HOLDER undertakes to deliver, configure and install the services and equipment within a period not exceeding 1 calendar month for initial installation and 1 week for addition of up to 5 users or deletion of users;

### 7.3. Acceptance of services

The purpose of this stage is to ensure that the services delivered have the technical characteristics that make them suitable for fulfilment of the functions specified in this SSTC. At this stage, CDC makes sure of their suitability on the basis of the service description on the delivery note and the technical documentation supplied.

Within 1 calendar month, CDC shall declare acceptance of the service:

- The services will be accepted on the basis of an acceptance report, the content of which will be established by mutual agreement between the HOLDER and CDC.
- If validation is positive: confirmation that the service is fit for purpose, which triggers invoicing and the related support.
- If the suitability validation is negative:
  - Either postponement of the services: in this case, the HOLDER must provide replacement services or equipment. The acceptance validation period is extended by a further month after the new delivery;
  - Or rejection of the services.

### 7.4. Location of services

- Unless otherwise specified by CDC, services shall be delivered to the Caisse des Dépôts et Consignations site - 56 rue de Lille 75009 PARIS.

- With regard to the expertise service, unless otherwise specified by CDC, the service will be carried out remotely (videoconference) or on the Caisse des Dépôts et Consignations site at 56 rue de Lille 75009 PARIS.
- The place of performance of the contract may change while remaining in Metropolitan France.

## Appendices

N/A